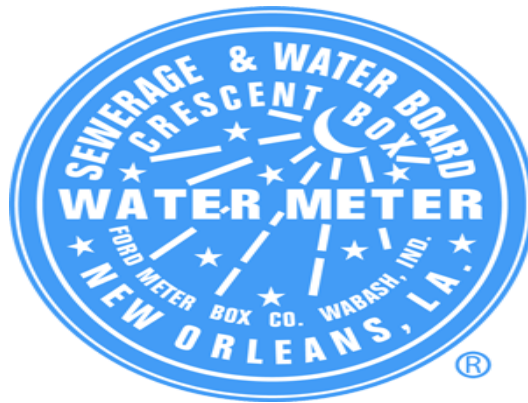


ISSUED TO _____

DATE _____

**SEWERAGE AND WATER BOARD
OF NEW ORLEANS**

INVITATION TO BID



**2022-SWB-27
MS210116 & MS210117**

**Key-Seater (Broaching Machine) and 22-Inch Saw
for Metal Fabrication
for Facility Maintenance- Machine Shop**

**PROPOSALS TO BE RECEIVED
11:00 A.M., LOCAL TIME, MAY 26, 2022**

SEWERAGE AND WATER BOARD OF NEW ORLEANS

SPECIFICATIONS

**2022-SWB-27
MS210116 & MS210117**

**Procurement of
Key-Seater (Broaching Machine) and 22-Inch Saw
for Metal Fabrication
for Facility Maintenance- Machine Shop**

- (1) Sealed proposals will be received by the Sewerage and Water Board of New Orleans, at the office of its Purchasing Agent, Room 133, 625 St. Joseph St., New Orleans, Louisiana 70165, up to **11:00 o'clock A.M., local time, on May 26, 2021** publicly opened immediately thereafter for furnishing:

**Procurement of Key-Seater (Broaching Machine) and 22-Inch Saw
for Metal Fabrication
for Facility Maintenance- Machine Shop**

in accordance with the following specifications and as called for in the Form of Proposal.

Note-1: Based on the recommendations of the Board's Staff Review Committee (SCRC), this contract shall have Zero Percentage (0%) Disadvantage Business Enterprise (DBE) participation goal.

Note-2: Submitting bids for the parts A and B by one source (Bidder) is not mandatory. Preference will Not be established for a vendor choosing to submit bids for entire equipment list (Technical Specification parts A and B). Each submitted bid with respect to the requirements established within Technical Specification will be reviewed and evaluated independently only based on the requirements established in this document. A vendor may choose to submit bid on one section or additional sections however, each proposal for one section will be reviewed, qualified and chosen independent from one to another part.

Note-3: The Board will award each item to the lowest qualified bidder for each individual part (A, B)

Note-4 Partial Shipment will not be accepted unless approved by the department. Delivery will be accepted during weekend or holidays after 12:00AM during regular business days unless approved by the of each superintendent respective department.

Note-5 Bidders are not required to submit bids on both items (Items specified under Technical Specifications A or B)

INFORMATION FOR BIDDERS

- (2) All proposals must be delivered to the Purchasing Agent of the Sewerage and Water Board, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, no later than 11:00 a.m. local time, of the date set for the opening of proposals, and any proposal received after that time will be returned unopened. Only one proposal must be placed in each envelope. The envelope must be sealed and addressed to the SEWERAGE AND WATER BOARD of NEW ORLEANS, and must be marked plainly on the outside; **"Proposal for Key-Seater (Broaching Machine) and a 22-Inch Saw for Metal Fabrication for Facility Maintenance- Machine Shop"**

All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

Bid Opening will take place in person at:

Sewerage and Water Board
Executive Board Room #240
625 St. Joseph Street
New Orleans, LA. 70165

You can also join teleconference at:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,511854318#](#) United States, New Orleans

Phone Conference ID: 511 854 318#

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells

BY: email: ssells@swbno.org

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 o'clock a.m. on **May 19, 2022**.

- (3) All proposals must be made upon the printed form embodied in these specifications.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

- (4) Each proposal shall contain the full name and address of each person interested therein if made by an individual, a firm or a co-partnership; if made by a corporation it must be signed in the name of the corporation by some duly authorized officer or agent thereof who shall also subscribe his own name and office. If possible, the seal of the corporation shall be affixed.
- (5) Prices bid in the proposal must be written in full in words and also in figures; if there is a difference between the words and the figures in any price bid, the price written in words will be considered to be the true bid.

- (6) Erasures or other changes in the Bid Price must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

- (7) All blank spaces in the Proposal shall be filled. No proposal will be considered unless prices are given for all items for which prices are specifically provided otherwise in the specifications. Bids received without all such items completed will be considered non-responsive.
- (8) The bid shall contain an acknowledgment of receipt of all Addenda.

Warranty & Extended Warranty

- (9) **The awarded bidder shall warrant to the Sewerage and Water Board that the material furnished herein shall contain no defective workmanship shall be of the kind and quality as described in these specifications. The awarded bidder at no cost to the Sewerage and Water Board shall correct any defects.**
- (10) **The awarded bidder must furnish a warranty statement in writing covering the entire equipment as stated under the Technical Specification as stated under each part (I, and II). The warranty coverage should be comprehensive however, not limited to parts, software, hardware, communication, motors, controls and all other related components, as well as covering expenses related to shipping, freight and rigging. This section must be signed and notarized with the signature of the company's principal.**
- (11) **Information for an extended warranty plan must be provided, one (1) year step plans on a fixed price basis (without any step increases for the remaining second years or the third year). The extended warranty must also be identical to Item 10 (the original warranty statement) with respect to the coverage terms; this document must be presented in a separate envelope with the actual contract, at the time when the bid package is turned in to the Purchasing Office. This section must be signed and notarized with the signature of the company's principal.**
- (12) At the time of the delivery the following conditions or settings must be achieved by the contractor:
- a) After proper and acceptable (to the Board) rigging and installation the equipment shall be set on "turn-key status" which is equivalent for it to be fully operational and functional without any need for adding any other feature or purchase of any additional parts, module or option.
 - b) In an event when the Board discovers any defect or unacceptable condition which does not meet the specifications with respect to this contract, the problem should be corrected by the contractor and at no expense to the Board. Furthermore, the Board's receiving department (in this case the Department of Facility Maintenance Supervisor) must be provided in writing with the information specifying the length of the repair and detail synopsis. Board's receiving department (in this case the Department of Facility Maintenance-Machine supervisor) must issue a written approval to such effect, as the vendor must be able to meet the stated deadline. In an event of experiencing delays longer 3 weeks, the Department of Facility Maintenance-Machine Shop Supervisor has the option of requesting for partial or total replacement or full refund. This option has to be communicated in writing to the contractor with copies of such notifications to the General Superintendent's office as well as the Legal

and Purchasing Department. Any adjustment must be agreed and signed by the Department of Facility Maintenance supervisor.

- c) In an event of any unsatisfactory operating condition of the equipment, the Board shall reserve the right in returning the equipment including any related attachment or parts within 90 days once it is delivered to the requested location and demand the full or partial refund in accordance to the operation and functionality of the equipment and requested by Department of Facility Maintenance supervisor. Any the shipping and delivery expense will be the responsibility of the **contractor**.

- (13) Each bidder shall submit with this proposal, drawings, sketches, catalogs, guaranties, and other descriptive literature, giving detailed information as to the design, construction and operation of the material he purposes to furnish in sufficient detail as to allow the Board Engineer to evaluate the compliance of the proposed equipment to the following specifications. Proposals received without this descriptive literature will be considered to be "informal" and will be REJECTED.

The opinion of the Board Engineer regarding quality of substitute materials and/or equipment shall be final and binding.

- (14) Permission will not be given to withdraw, alter or add to any proposal after the final time set for the receipt of sealed proposals.
- (15) If two or more proposals are received, equal in amount and lower than any other proposal, the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted.
- (16) In accordance with Louisiana Revised Statute 9:2716, any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all costs, attorneys' fees, and damages incurred in the rebidding of the contract.
- (17) Proposals from any person, firm, or corporation in default upon any contract with the Sewerage and Water Board of New Orleans will neither be received nor considered. Any proposal, which does not fully comply with all of the provisions of the "Information for Bidders" and of the specifications, will be considered informal and may be rejected.
- (18) The Bidder's proposal to the Sewerage and Water Board shall be on the form provided for this purpose, and when accepted by the Sewerage and Water Board, the same shall constitute the contract.
- (19) Act 1029 of the 1991 Regular Legislative Session exempts the Sewerage and Water Board from all City and State sales and use taxes. The Sewerage and Water Board will not reimburse any contractor/vendor for any such taxes.
- (20) All bids shall remain firm for a period of seventy-five (75) days after the date of bid opening. The Sewerage and Water Board will tentatively select the proposal submitted by the Lowest Bidder within 45 days at its regular monthly meeting following the opening of bids provided that the lowest bid is acceptable to the Sewerage and Water Board.
- (21) The Sewerage and Water Board reserves the right to reject any and all bids or proposals for just cause.

In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing Agent within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.

a) ACT 318 of 1958

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana; or (2) to products produced (or) manufactured in the State of Louisiana.

Before any bill for supplies shall be paid to any nonresident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privilege taxes, sales taxes, and all other taxes for which it is liable to the State and its political subdivisions.

(22) RIGHT TO AUDIT

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

(23) AWARD OF CONTRACT

The Sewerage and Water Board of New Orleans specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Sewerage and Water Board of New Orleans.

(24) INSURANCE REQUIREMENTS

The Vendor shall maintain at his own expense and in good standing, such insurance as will protect the Sewerage and Water Board of New Orleans (Board), the City of New Orleans (City), their officers, officials, employees, boards, commissions, and volunteers, as well as the Vendor himself, and any subcontractors, including any subcontractor performing shipping and delivery as part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public which may arise from any

operations under this contract or any of its subcontracts. In addition, the Vendor shall maintain Transit and Business Automobile Insurance, or if subcontracting for shipping and delivery, the subcontractor shall maintain such Transit and Business Automobile Insurance. This insurance shall also be written in endorsements and limits sufficient to protect the Board, the City, and the Vendor from any and all claims arising from the shipping and delivery involved in this transaction. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insureds" on all Commercial General Liability, Transit and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their offices, officials, employees, boards and commissions, and volunteers. The Vendor's insurance shall supply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Vendor, subcontractor(s), and their insurers shall agree to waive all rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-:V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from the Vendor. The Vendor shall furnish the Sewerage and Water Board of New Orleans with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the right to require complete, certified copies of all required insurance policies at any time.

The following are the types of insurance policies and the minimum limits of insurance coverage that shall be maintained by the Vendor during the entire term of the Contract:

- a) **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, as will protect from claims for personal injury, occupational disease and sickness or death, property damage and environmental damage with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including Owned, Hired, and Non-Owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.
- d) **OWNER'S AND VENDOR'S PROTECTIVE LIABILITY INSURANCE**, in the name of the Sewerage and Water Board of New Orleans, and the City of New Orleans as Named Insureds. The limits of liability shall be the same as specified in Paragraph (b) above, and shall include Explosion, Collapse and Underground Hazards.
- e) **PROPERTY INSURANCE**, required on all work except sewer and water drainage pipelines, reinforced concrete canals, work completely underground, and similar work (however Vendor is not relieved of responsibility therefore).
 - 1. **BUILDERS RISK INSURANCE** (covering Fire, Extended Coverage, Vandalism and Malicious Mischief) will be carried on a completed value or reporting form, for not less than 100% of the value of the work, including foundations.
 - 2. In addition, **INSTALLATION FLOATER INSURANCE** (on an "All Risks" form) will be carried on all machinery and equipment to be installed, whether furnished by the Sewerage and Water Board or by Vendor, for not less than 100% of the installed value of the machinery and equipment. This insurance shall be written in the same Insurance Company carrying the Builder's Risk Insurance (where possible), shall include testing, and shall terminate only when the Sewerage and Water Board have accepted installation. (NOTE: "ALL RISKS" Builder's Risk Insurance will be acceptable in lieu of Builder's Risk and installation Floater Insurance and must meet the requirements of the Property Insurance above). The Builder's Risk and Installation Floater Policies required above shall include the names of the Sewerage and Water Board of New Orleans, and the City of New Orleans, and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Vendor assumes responsibility for the amount of the deductible.
- f) **Commercial Umbrella/Excess Liability Insurance**, which shall provide \$2,000,000 in excess of the Commercial General Liability, Employer's Liability, and Business Automobile Liability insurance limits.

In addition, the Vendor shall be required to furnish to the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims filed with the Vendor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of his responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/or his insurer shall notify the Risk Manager of the Sewerage and Water Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation

date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be the expense of the Vendor and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Vendor. Should the Board be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases. Should the Vendor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and his surety.

If this transaction requires the Vendor or Sub-Contractor employees to enter Sewerage and Water Board facilities or jobsites, a senior employee of the Vendor will review the Sewerage and Water Board Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

If this contract involves the handling or delivery of hazardous materials, the contractor shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA Standards that are most applicable to management of the potentially damaging substance. The Vendor shall also ensure that manufacturer of the materials maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and property damage. The vendor, any and all sub-contractors, and all insurers shall agree to waive all rights of subrogation in favor of the Sewerage and Water Board of New Orleans as a condition of the required insurance.

(25) **INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless and defend the Sewerage and Water Board of New Orleans, its officers, agents, employees, representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property or life or personal injury during the performance of this transaction, growing out of resulting from or by reason of any act of omission by the vendor, its agents or employees to the extent caused or contributed by the vendor, his agents or employees.
- B. Vendor shall further indemnify and hold harmless the Board from any and all claims and liens for labor, services or materials furnished to the vendor in connection with this transaction.
- C. Limitations by statute as to worker's compensation or any other benefits, payable by or on behalf of the Vendor, to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

(26) **WORKERS' COMPENSATION AND UNEMPLOYMENT COVERAGE**

- A. WORKER'S COMPENSATION: The vendor expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1021 (6). That its employees shall not be considered employees of the Board for workers' compensation coverage, and that the Board shall not be liable to the vendor or its employees for any workers' compensation benefits or coverage.
- B. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Vendor herein expressly agrees and acknowledges that he is an independent contractor as defined in LSA-R.S. 23:1472(E), that neither the vendor nor any one employed by the vendor shall be

considered an employee of the Board for the purpose of unemployment compensation coverage.

(27) **EQUAL EMPLOYMENT OPPORTUNITY**

- A. In all hiring, employment, or other activity made possible or resulting from this agreement, there shall not be any discrimination against any employee, or applicant for employment because of age, race, color, religion, handicaps, sex, or national origins, and where applicable, affirmative action will be taken to ensure that employees are treated during employment without regard to their age, race, color religion, handicaps, sex and national origin. This requirement shall apply to, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment and advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including internship and apprenticeship.

- B. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, handicaps, sex, or national origin.

(28) **MANUFACTURER**

Sewerage and Water Board staff will determine the ability of the lowest bidder to design and build the equipment and machinery specified hereon. Along with other factors to be considered by Sewerage and Water Board staff will be the manufacturer's facilities, listings of similar equipment and installations, equipment reliability and longevity. Should the lowest bidder be found "non-responsive", and then an informal hearing will be held to provide the lowest bidder the opportunity to refute the reasons for disqualification.

The name of a certain brand, make, model, catalog number, manufacturer or definite specifications indicated on the contract plans and/or included in specifications is used only to establish the standard for quality and/or function desired, and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make manufacturer or definite specifications is used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired and that equivalent products will be acceptable as judged by the Board Engineer.

(29) **DRUG FREE WORKPLACE POLICY**

- A. It is the policy of the Sewerage and Water Board that all workplaces and facilities be kept drug and alcohol free at all times.
- B. In order to ensure compliance with this policy, the Board has approved and implemented the "Drug Free Workplace Policy" which is attached hereto at the end of this section and which shall be implemented and rigidly enforced on this contract.

(30) **SAFETY**

- A. The Vendor shall take proper precautions to safeguard his work force and the Board's facility during his work at all Board owned or operated facilities.
- B. All work in this contract shall comply with the Occupational Safety and Health Act (OSHA) and all changes in effect at the time proposals are submitted.

- C. At all times during the course of the contract, the Vendor will be in compliance with all federal, state, and local health and safety requirements. A senior employee of the Vendor and/or any subcontractor will review the Sewerage and Water Board Safety Orientation Notice (Notice) and will explain the information in this Notice to every employee who will enter Board facilities or job sites. This notice is included at the end as an attachment to the specifications for this contract.

Sewerage and Water Board of New Orleans
Drug - Free Workplace Policy
Part-1
Contractor Requirements

ATTACHMENT TO SPECIFICATIONS

STATEMENT OF POLICY

It is the policy of the Sewerage and Water Board of New Orleans that all workplaces associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Board has approved the following drug testing policy to be implemented on this contract.

NOTICE

The contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident, which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

PENALTIES

Any employee who refuses to agree to test under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be deemed incompetent. Any employee found to have a positive test result after his conformational testing shall be deemed incompetent. Any employee deemed incompetent under these provisions shall be removed by the contractor from work under this contract and any other current Board contracts.

TESTING PROCEDURE

The contractor shall, while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse. Said employee shall provide a testing sample as soon as possible after such accident, injury, or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The contractor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the contractor shall forward the remainder of the original testing sample to a second, conformational testing. The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level, which exceeds the levels set forth as follows:

Cut-Off Levels Indicating Positive Test Results

The following initial cut-off levels shall be used when screening specimens to determine whether negative or positive:

		Initial Test Level (ng/ml)
Marijuana metabolites		50
Cocaine metabolites		300
Opiate metabolites		300
Phencyclidine (PCP, etc.)		25
Amphetamines		300
Alcohol	0.4% by weight based on grams of alcohol per 100 cc of blood	
LSD		150
Barbiturates		300
Benzodiazepines		300

Sewerage and Water Board of New Orleans
Drug - Free Workplace Policy
Part-2
Contractor Requirements

Quantitative GC/MS confirmation procedures at the following cut-off values shall be used for the following drugs:

	Confirmatory Test Level (ng/ml)
Marijuana metabolites *	10
Cocaine metabolites **	150
Opiates (Morphine, Codeine)	150
Phencyclidine (PCP, etc.)	25
Amphetamines (Amphetamine, Methamphetamine)	300
LSD	150
Barbiturates	300
Benzodiazepines	300

* Delta-9-Tetrahydrocannabinol –9-Carboxylic Acid

** Benzoyllecgonine

The contractor shall choose the laboratory to be used for drug testing and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse.

The contractor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The Contractor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer, shall determine whether an accident, injury, unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the contractor brought against the contractor as a result of this policy. The Sewerage and Water Board shall not be liable for the contractor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract. The Board shall not release the contractor from his responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken by the Board.

These requirements shall be acknowledged by signature of the contractor's authorized representative in the space provided in the "Form of Proposal".

Safety Orientation Notice

Part-1

Attachment to Specifications

Welcome

We welcome you to the Sewerage and Water Board of New Orleans and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the Sewerage and Water Board of New Orleans, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call the Board's Risk Management Department at (504) 585-2382 or the Board's Safety Manager, Mr. Keith Pete, at (504) 585-2522 if you have any questions.

Basic

1. Smoking will be allowed in designated areas only.
2. Horseplay, practical joking, and fighting are absolutely prohibited.
3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all Sewerage and Water Board property.
4. Housekeeping is a must. We will keep our area safe and free from litter and expect you do to the same.
5. Handrails must always be used when going up and down ladders or stairs.
6. When working in confined spaces, the contractor must be in full compliance with Occupational Safety and Health Administration (OSHA) Standard # 29CFR 1910.146 at all times. Atmospheric conditions such as adequate ventilation, the presence of oxygen and the absence of explosive gases must be assured before working in voids, tanks, or other enclosed spaces.
6. Radios must be turned off.

Emergency

7. The Sewerage and Water Board of New Orleans Emergency Response Plan is a document, which provides specific notification instructions to be followed in case of hazardous material spills. The Board's Environmental Affairs Office phone number is (504) 942-3855 during normal business hours 7:30 a.m. to 4:00 p.m.
8. The Board's 24-hour emergency lines are (504) 529-2837 and 865-0575 (Central Control Dispatcher, Carrollton Plant.)
9. Since Board contracts are performed under various circumstances at various locations, prior to beginning any work, the contractor should consult with the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handling emergencies.

Transportation

Warning signals and lights shall be used as follows:

Safety Orientation Notice

Part-2

10. Rotating beacons shall be used if your vehicle is so equipped.
11. Taillights / emergency flashers shall be used.
12. Orange reflector type safety cones shall be placed to give another motorists warning.
13. If vehicle is moving, backing, or parking, proper traffic control shall be exercised.

Protective Clothing and Equipment

14. All personnel who are exposed to eye hazards will wear safety glasses. Hard hats will be worn at all times while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.
15. Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

Reporting

16. Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your Supervisor / Foreman who will then contact proper Sewerage and Water Board of New Orleans personnel for corrections.
17. All injuries will be reported to the Risk Manager, (504) 585-2422, or to the Safety Unit, (504) 585-2522, regardless of how minor an injury may seem.
18. Sewerage and Water Board employees may hold safety meetings to discuss and promote safe working conditions and accident prevention. You may be asked to attend.

Work Smart

19. Stay alert at all times, know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the safety of Board employees, notify the employees and their supervisors first.
20. Vendor / Contractors shall at all times demonstrate strict compliance with all Federal, State and Local regulations regarding safety, including but not limited to, all relevant Department of Environmental Quality (DEQ), Department of Transportation (DOT), Environmental Protection Agency (EPA), and Occupational Safety and Health Act (OSHA) regulations.
21. The Vendor / Contractor will at the request of the Risk Manager and/ or Safety Manager remove any of his employees found to be creating or contributing to unsafe conditions.
22. The following items are not allowed on any Sewerage and Water Board of New Orleans facility or jobsite:
 - Firearms and Ammunition
 - Alcohol and illegal drugs

**Policy to Enhance the Use
Of
Disadvantaged Business Enterprise (DBE) Vendors**

All vendors/ contractors are encouraged to identify and use Sewerage and Water Board of New Orleans certified DBE vendor to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc. (See page 1, Note –1)

A currently listing of approved DBE vendors is available through the Sewerage and Water Board of New Orleans web site at

www.swbnola.org

Link to: Bids and Business

Disadvantaged Business

www.swbno.org/business_disadvantagedbusinessprogram.asp

(31) **VOLUNTARY EXTENSIONS OF THE AWARD**

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty (30) periods in accordance with the provisions of Louisiana Revised Statute, Title 38, Section 2215 (A).

Agreed:

NAME OF BIDDER: _____
(TYPE OR PRINT)

SIGNATURE OF BIDDER: _____

COMPANY NAME: _____

Technical Specifications

As stated on page one under Note-2: Submitting bids for the parts A, B by **one source (Bidder) is not mandatory. However, if a vendor wishes to submit bids for parts A and B this is allowed.** Preference will Not be established for a vendor choosing to submit bids for entire equipment list (Technical Specification parts A, B). Each submitted bid with respect to the requirements established within Technical Specification will be reviewed and evaluated independently, based on the requirements established in this document.

As stated on the page one under Note-3: The Board will award each item to the lowest qualified bidder for each individual part (A or B)

Part A- Furnishing Key seater- Slotting Machine

Note: Any feature requested should be as follows or equally Approved by a Board Engineer.

(32) TECHNICAL SPECIFICATIONS

Key seater- Slotting Machine

Note: Any feature requested should be as followed or equally Approved by a Board engineer

- a. The equipment should function with cutter stroke from 0 inch to close to 14 inches.
- b. A programmable control for table infeed should be included. This is subject to a very rigorous evaluation dependent if it is proprietary properties along with other specification as this may drastically impacts the selection process of the bids received.
- c. Keyway width size from 1/8 of through greater larger than 3 inches.
- d. The machine should have built-in manual rotary table.
- e. The machines should have a minimum of 10 job program storage.
- f. Machine must include programmable clearances for the table and strokes, as well as programmable cutter or up-stroke (non-cutting)
- g. The equipment must include industry standard compatible PLC.
- h. The centering function must be spring loaded kind.
- i. A lower guide and support for long keyways must be included in addition inserts for lower guide must be provided.
- j. The unit should include lighting or similar.
- k. A programmable rotary tale with increments of 0.1 degrees should be included.
- l. Electrical requirement should be 220 volts or 460/60Hz/3phase
- m. Must be furnished with centering fixture.
- n. The unit must have lubing system.
- o. Rotary table with NC controlled module. With step program indexes to 0.1 degree.
- p. Must be furnished with cutting fluid/oil jet.
- q. Must be furnished with special jig to cut external parts such as gears, splines, etc.

Please note that no other additional (hidden) cost should be imposed to the S&WB, except the annual cost for the extended warranty. You must submit a total cost which include, shipping, rigging, taxes, custom, tariffs, **(tooling*, attachments*, inserts*.)** All the 3rd party work related cost in this project must also be included as a part of the total contract cost.

Key Seater Brand and Tool Approval

Contact Ricky Adams, Machine Shop Supervisor, S&WB of New Orleans at 504-715-7194, email: radams@swbno.org, with Key Seater brand/model & selection and number of tools for approval before bid submittal.

(33) **Proposal Section**

Part A: Key-Seater (Broaching Machine)

____do hereby declares that _____the only person _____ interested in the proposal and that no other person than the one herein named has any interest herein or in the contract proposed to be taken; that it is made without any connection with any person or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans of the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof.

The quantities given in the Form of Proposal are approximate and Sewerage and Water Board shall order on an as needed basis only.

MADE BY _____

ADDRESS _____

CITY AND STATE _____

DATE _____

_____ have carefully examined the above Specifications and do hereby agree, should our Proposal be accepted, to furnish and deliver the material specified at the following price, which is written in words and figures:

Quantity	Brand/Model	Item Description	Unit Price
1		Key Seater- Slotting Machine	

*** - Bids are mainly evaluated based on the equipment cost.**

KEY SEATER TOOLS

[illegible]

***- Please add an additional sheet(s) for more tools, if needed.**

KEY SEATER ATTACHMENTS

* - Please add additional as attachments, if necessary.

KEY SEATER INSERTS

* - Please add additional inserts, if necessary.

Quantity	Item Description	Price Per Year
1	4-year comprehensive warranty plan price for Key Seater – slotting machine	

*-Warranty pricing also very important shall impact the bid selection.

_____ Dollars (\$_____)

TOTAL BID PACKAGE A (Key Seater & Tools)

The bid prices given herein are subject to verification by the Sewerage and Water Board of New Orleans. In case of discrepancy between the unit price bids and the total shown by the bidder, the unit prices will be considered to be the true bid.

_____ hereby guarantee the equipment furnished under this contract against defects of material and workmanship for the entire warranty period from the delivery date, as indicated of this item, and hereby agree to furnish any repair parts required to make good said guarantee **free of cost F.O.B** New Orleans, Facility Maintenance, Carrollton Water Purification Plant, 8800 S. Claiborne Ave, 70118.

I _____ have attached a copy of the written warranty statement, guarantee statement, as required with the proposal.

TIME OF SHIPMENT

The vendor must provide the following information from the date as to when the Board advises with notice to proceed:

a) The expected Delivery; number of calendar days;

b) The expected number of calendar days the equipment shall be installed and fully operational (number of calendar days):_____

POINT OF SHIPMENT:

(34) **ADDENDA**

The below signed acknowledge receipt of the following addenda:

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

(35) I _____ hereby guarantee The equipment furnished under this contract against defects of material and workmanship for a period of four (4) years after date of delivery, as indicated on page 2 of this document, item No. 9 and hereby agree to furnish any repair parts required to make good said guarantee free of cost F.O.B. New Orleans.

(36) I _____ have attached a copy of the guarantee statement as required with the proposal.

(37) I _____ have attached descriptive literature of the product to be submitted as required with the proposal.

(38) **NAME AND ADDRESS OF MANUFACTURER**

Name: _____

Address: _____

City/State/Zip: _____

Point of Shipment: _____

(39) Hereby certify that _____ have received, read, and understand the attached Sewerage and Water Board of New Orleans Safety Orientation Notice and will comply with all provisions thereof, and will deliver the equipment as specified herein at the quoted price and delivery time.

(40) **SIGNATURE OF BIDDER (Please Print)**

NAME OF BIDDER: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

TELEPHONE: (____) _____ (Weekdays) (____) _____ (Weekends/Holidays)

SIGNATURE: _____

Part B: Furnishing Industrial Saw – Metal Works Application

(41) TECHNICAL SPECIFICATIONS

Note: Any feature requested should be as follows or equally Approved by a Board Engineer

- a. The unit must be classified as a 22 inch saw for metal cutting applications.
- b. Blade width and length must be 2 inches by 260 inches.
- c. Band speed must be over 400 fpm with hydraulic tension type.
- d. Coolant system set up should not use mist lubrication, instead “flooding” type with dedicated motor and reservoir
- e. Length per stroke must be over 15 inches.
With maximum stroke length over 140 inches.
Maximum size of the footprint must be under 140” X 90”X 90”.
- f. Electrical requirement must be 230 volts, 60 Hz and 3 phases (Wye configuration)
- g. The unit must run on PLC (Programmable Logic Controller).
- h. Band speed should have infinite speed control setting with variable frequency drive.
- i. The unit must have hydraulically retractable shuttle vice indexer.
- j. The vice should be controlled by rapid index speed.
- k. The unit should be equipped with multi step full stroke cylinder as well as clamping mechanism.
- l. The unit must have carbide faced saw guide inserts with lead rollers.
- m. Must be equipped with cleaning brushes and coolant line attached.
- n. Must be equipped with flushing hose.
- o. The unit must be equipped with speed-controlled auger, scrap conveyor.
- p. Must be equipped with motion detector shut off.
- q. Input conveyor must have a length of over 6 feet.
- r. Tool kit for basic maintenance must be supplied along with first set of fluids to make the unit ready to operate immediately after the installation.
- s. As a part of the initial equipment delivery following items must be supplied (The specifics to be discussed with the Machine Shop supervisor):
 - Set of spare blades
 - Set of appropriate silencers
 - Supply of appropriate coolant fluids
- t. The unit must be equipped with 10 feet as well as 5 feet idlers, 24 inches wide and capacity over 800 lbs.
- u. Laser line alignment feature must be included. In addition to print the full operating and maintenance manual
- v. Purchase of minimum 10-year warranty should be made available with first year fee included as a part of the contract.

(42) **Proposal Section**

Part B: Furnishing Industrial Saw – Metal Works Application

_____do hereby declares that _____the only person _____ interested in the proposal and that no other person than the one herein named has any interest herein or in the contract proposed to be taken; that it is made without any connection with any person or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans of the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof.

The quantities given in the Form of Proposal are approximate and Sewerage and Water Board shall order on an as needed basis only.

MADE BY _____

ADDRESS _____

CITY AND STATE _____

DATE _____

_____have carefully examined the above Specifications and do hereby agree, should our Proposal be accepted, to furnish and deliver the material specified at the following price, which is written in words and figures:

Quantity	Brand/Model	Item Description	Price
1		Industrial Saw – Metal Works Application	

*- Bids are mainly evaluated based on the equipment cost.

Quantity	Item Description	Price Per Year
10	One-year plan comprehensive warranty plan for Industrial Saw	

*-Warranty pricing also very important shall impact the bid selection.

_____Dollars (\$_____)

TOTAL BID PACKAGE B (Industrial Saw)

The bid prices given herein are subject to verification by the Sewerage and Water Board of New Orleans. In case of discrepancy between the unit price bids and the total shown by the bidder, the unit prices will be considered to be the true bid.

_____hereby guarantee the equipment furnished under this contract against defects of material and workmanship for the entire warranty period from the delivery date, as indicated of this item, and hereby agree to furnish any repair parts required to make good said guarantee **free of cost F.O.B** New Orleans, Facility Maintenance, Carrollton Water Purification Plant, 8800 S. Claiborne Ave, 70118.

I _____have attached a copy of the written warranty statement, guarantee statement, as required with the proposal.

TIME OF SHIPMENT

The vendor must provide the following information from the date as to when the Board advises with notice to proceed:

- a) The expected Delivery; number of calendar days;
- b) The expected number of calendar days the equipment shall be installed and fully operational (number of calendar days): _____

POINT OF SHIPMENT:

(43) **ADDENDA**

The below signed acknowledge receipt of the following addenda:

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

- (44) I _____ hereby guarantee The equipment furnished under this contract against defects of material and workmanship for a period of four (4) years after date of delivery, as indicated on page 2 of this document, item No. 9 and hereby agree to furnish any repair parts required to make good said guarantee free of cost F.O.B. New Orleans.

- (45) I _____ have attached a copy of the guarantee statement as required with the proposal.

- (46) I _____ have attached descriptive literature of the product to be submitted as required with the proposal.

(47) NAME AND ADDRESS OF MANUFACTURER

Name: _____

Address: _____

City/State/Zip: _____

Point of Shipment: _____

- (48) Hereby certify that _____ have received, read, and understand the attached Sewerage and Water Board of New Orleans Safety Orientation Notice and will comply with all provisions thereof, and will deliver the equipment as specified herein at the quoted price and delivery time.

(49) **SIGNATURE OF BIDDER** (Please Print)

NAME OF BIDDER: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

TELEPHONE: (____) _____ (Weekdays) (____) _____ (Weekends/Holidays)

SIGNATURE: _____

(50) Statement of Affidavit:

In accordance with Louisiana Revised Statute 38:2227 the following affidavit shown on the next page must be submitted with the bid. Failure to do so will render the bid non-responsive. Please note, THE AFFIDAVIT MUST BE NOTARIZED

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared _____ who after being duly sworn, did depose and say as follows:

- 1) He/she is the _____ (title) of _____ (company);
- 2) He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
- 3) The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)
- 4) The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:

_____ (name) _____ (name)
_____ (name) _____ (name)
_____ (name) _____ (name)
- 5) No other persons hold an ownership interest in the bidding entity via a counter letter.
- 6) None of the above named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
- 7) He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)

The following sections apply only to Public Works Contracts:

- 8) In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- 9) The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 10) The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

WITNESSES:

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

_____ DAY OF _____, 20_____.

NOTARY PUBLIC

Notary Id. No. or Bar Roll No.

PLEASE PRINT NAME OF NOTARY